



**CONSULTING AND TECHNICAL SERVICES (CATS)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**

SYSTEMS ENHANCEMENTS SUPPORT (SES)

CATS TORFP PROJECT G20P9200005

STATE RETIREMENT AGENCY OF MARYLAND

ISSUE DATE: SEPTEMBER 4, 2008

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 050R5800338, including any amendments. Note, as of July 1, 2008, the CATS Master Contract is administered by the Maryland Department of Information Technology (DoIT), under BPO Number 060B9800029.

TORFP Title:	Systems Enhancements Support (SES)
Functional Area:	Software Engineering (Functional Area 5)
TORFP Issue Date:	09/04/2008
Closing Date and Time:	10/3/2008 at 011:00 AM
TORFP Issuing Agency:	State Retirement Agency of Maryland ("the Agency")
Send Questions and Proposals to:	Cathie L. Nash, CPPB Senior Procurement Officer procurement@sra.state.md.us
TO Procurement Officer:	Cathie L. Nash, CPPB cnash@sra.state.md.us Office Phone Number: 410-625-5656 Office FAX Number: 410-468-1704
TO Manager:	Calvin Kiser, Deputy Chief Information Systems Officer ckiser@sra.state.md.us Office Phone Number: 410-625-5530 Office FAX Number: 410-468-1652
TO Project Number:	G20P9200005
TO Type:	Time and Material, with not-to-exceed limit
Period of Performance:	Date of award through December 31, 2010
MBE Goal:	Twenty-five (25) percent
Small Business Reserve (SBR):	No
Primary Place of Performance:	State Retirement Agency of Maryland 120 East Baltimore Street Baltimore, MD 21202
TO Pre-proposal Conference:	10:00 AM on Friday, September 19, 2008 120 East Baltimore Street, Room 1632 (Ante Room) NOTE: Visitors are required to register in the main building

SECTION 1 ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.8 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 3, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the State Retirement Agency's e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP # G20P9200005. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP # G20P9200005 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP # G20P9200005 Financial". The following proposal documents must be submitted with required signatures as .PDF files with signatures clearly visible:

- Attachment 1 – Price Proposal
- Attachment 2 - MBE Forms D-1 and D-2
- Attachment 4 - Conflict of Interest and Disclosure Affidavit

1.4 ORAL PRESENTATIONS/INTERVIEWS

Responding Master Contractors and proposed staff may be required to make an oral presentation to the Agency's representatives. Significant representations made by a Master Contractor during any oral presentation shall be submitted in writing. Any such representations will become part of the Master Contractor's proposal and are binding, if the Contract is awarded. The Procurement Officer will notify Master Contractor of the time and place of any oral presentations.

1.5 MINORITY BUSINESS ENTERPRISE (MBE)

A Master Contractor responding to this TORFP shall complete, sign, and submit all required MBE documentation (Attachment 2 - Forms D-1 and D-2) at the time it submits its TO Proposal. **Failure of the Master Contractor to complete, sign, and submit all required MBE documentation at the time it submits its TO Proposal will result in the Agency's rejection of the Master Contractor's TO Proposal.**

1.6 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT technical and/or consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 4 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.7 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at 120 East Baltimore Street, Baltimore, MD 21202. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror) in the form of Attachment 10. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement (TO Contractor) in the form of Attachment 11.

1.8 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

1.9 CONTRACT MANAGEMENT OVERSIGHT ACTIVITIES

DoIT will be performing contract management oversight on the CATS master contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of CATS task orders (TO). This process shall typically apply to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS TOs are subject to review.

Attachment 12 is a sample of the TO Contractor Self-Reporting Checklist template. DoIT will send checklists out to applicable TO Contractors approximately three months after the Notice To Proceed date for a TO Agreement, and approximately every six months thereafter. The TO Contractor awarded the TO Agreement shall complete and return the TO Contractor Self-Reporting Checklist within two weeks of receipt as instructed on the checklist.

SECTION 2 - SCOPE OF WORK

2.1 PURPOSE AND BACKGROUND

2.1.1 PURPOSE

The State Retirement Agency of Maryland (“the Agency”) is issuing this CATS TORFP to obtain support to design and implement enhancements to software applications. The subject Systems Enhancements Support (SES) program is targeted at system changes that are more involved than application maintenance but of lesser scope than a major information technology project. There is a significant backlog of these enhancement requirements and additional requirements come from ongoing program changes and the need for improved operating efficiency and control. Depending on enhancements incorporated under the proposed contract and timing requirements, staffing levels may fluctuate over the course of the contract; however, for planning purposes, it is expected that the Agency will require 6,000 to 10,500 manpower hours for each year of the contract term. Workstation space with telephone set will be provided by the Agency for on-site developers and the Agency will work with the TO Contractor to maintain a largely consistent level of staffing and personnel assignment. For planning purposes, the Agency anticipates a continual use of three full time people with additional resources added to accommodate fluctuating workloads of given assignments. The contract will be time-and-material based with a not-to-exceed limit.

2.1.2 REQUESTING AGENCY BACKGROUND

The State Retirement Agency of Maryland, on behalf of the State Retirement and Pension System of Maryland (“the System”), is the administrator of a multi-employer public employee retirement system. This System provides retirement allowances and other benefits to State employees, teachers, judges, legislators, and employees of participating governmental units (PGUs), participating municipal corporations, local boards of education, libraries, and community colleges within the State.

The Agency has a two-fold mission: (1) to administer benefits of the System’s participants and (2) to ensure that sufficient assets are available to fund the benefits when due. This entails:

- Effectively communicating with all retirement plan participants to inform and educate them about planning and preparing for all aspects of their future retirement.
- Accurately and timely paying retirement allowances to the System’s retirees and their beneficiaries, and refunds to those who withdraw from the programs.
- Prudently investing System assets in a well-diversified manner to optimize long-term returns while controlling risk.
- Efficiently collecting the required employer and member contributions necessary to fund the System.

There are approximately 100,000 payments issued monthly to retirees and beneficiaries, and approximately 300,000 active members for whom the Agency performs active payroll and retirement / pension processing. In addition to the State itself as an employer, the Agency works with over 100 local eligible governmental units who voluntarily participate in the 12 distinct retirement and pension program groups administered by the Agency. The value of the assets of the System is approximately \$37 billion. The Agency has close to 200 employees, all based at the offices in Baltimore, Maryland with a small remote office in Annapolis for use as needed.

In a recent survey, the State Retirement and Pension System of Maryland was adjudged one of the most complex retirement systems in the country. The Agency administers 38 separate retirement and pension programs and provisions of these programs frequently permit transfers among the programs to support the membership and the citizens of the State. Consequently, the mission-related application systems that support the Agency are commensurately complex.

2.1.3 PROJECT BACKGROUND

The Agency's Information Systems unit has a small number of application programmers and analysts, supplemented by a contract sufficient to handle systems operations and maintenance activities. However, the Agency routinely faces mandatory and discretionary requests to enhance its applications. For example, during every legislative session, the Maryland General Assembly considers and enacts, and the Governor signs, changes to retirement programs administered by the Agency including provisions to transfer among the various programs, to defer retirement benefits, and to alter existing benefit programs. In addition, there are numerous internal management requests for improvements to existing application systems. The majority of these changes are modest in scope; the Agency anticipates that the typical assignment under this procurement will require between 176 and 1,056 manpower hours per assignment.

The Agency's internal systems development staff positions are principally focused on maintaining the existing applications inventory. This inventory consists of an imaging systems ("Folder Inquiry") for member services related documents, secure file exchange with our 113 Participating Governmental Units (PGUs), deceased benefits tracking, the Agency's public web site, and a secure web portal for the Board of Trustees. These are mostly .NET programs (Visual Studio using VB.NET and ASP.NET) and Microsoft Access applications. An existing contract is directed to maintaining and enhancing the Agency's mainframe-based core pension and retirement system, known as the "Legacy Pension System." Under a separate set of contracts, the Agency is engaged in a multi-year process of replacing the Legacy Pension System with a .NET-based set of programs on Microsoft servers, collectively called the "Maryland Pension Administration System" (MPAS). Neither the Legacy system nor MPAS are directly affected by this TORFP.

The Agency operates its own Data Center at its 120 E. Baltimore Street Baltimore, MD location, which contains the Agency's local area network of Intel-based servers and a storage area network, and it also shares the State of Maryland's Annapolis Data Center for mainframe operations. The proposed TO Agreement is targeted at Microsoft server-based applications operating in a Windows 2003 server, SQL Server 2005, and Internet / intranet server environment conforming to the Agency's adopted Services Oriented Architecture and .NET programming standards. The Agency uses the ILOG business rules product.

2.1.4 SAMPLE ASSIGNMENTS

The current list of outstanding systems enhancements tasks to be accomplished includes the following, which should be considered typical tasks that might be included under this procurement. This is not a complete list, only samples of typical anticipated assignments that might be assigned under this procurement.

- Automate the Deferred Retirement Option Program (DROP) program. This requires taking existing master file data, accumulating deferred payment amounts and compounding interest, and calculating payments at the conclusion of the DROP period. Payment amounts are then sent to a system that creates payment checks, and amounts are also sent back to the system. Program and deploy inquiry screens that display DROP-related master file information and capture file updates, for both mainframe-and server-based based systems.
- Design and implement a tracking database for the Agency's inter-department Information Inquiry (Form 42), used to escalate Member Services Call Center inquiries to specialists, and then relay information back to "tier 1" Member Services staff. Refine user requirements, identify current processes and data requirements, design security controls and report needs. Assess how the data collected can be integrated into the overall the Agency Database Repository.
- Construct a "middleware" type utility to take output from existing systems direct to scanning / imaging, instead of producing print that is subsequently scanned.
- Design and develop a system to dynamically generate 1099R forms on-demand, online for both Agency employees through the intranet and potentially for retirees through a secure web site (including

identification and authentication). This system would replace the current process of searching a text file of form 1099R forms and reprinting of the three-per-page forms upon request.

- Develop and test the interfaces associated with the Maryland Pension Administration System (MPAS), the new server-based system under development, including cross-platform programs with mainframe, mid-range, and other server-based applications.
- Automate the Revenue Control Transmitted (RCT) process, by enhancing the file upload utility currently in place. PGUs, whose employees participate in Agency-administered retirement programs, currently send spreadsheets for deposits made with the Agency to denote the allocation of dollars, and these spreadsheets are then re-keyed by the Agency Finance staff. We envision a new process to submit an online form instead of the spreadsheet, and to then create necessary output from the captured data, thus eliminating re-keying.
- Extract and organize test data files, to be used to verify the functioning of newly-developed Agency pension and retirement applications.
- Design and develop the initial Microsoft SharePoint-based Agency “intranet” to support Human Resources and Investments units, based on requirements documented by Agency Information Systems staff. This could include extracting and integrating State-level data, tracking and reporting on employees and contractual staff, performance evaluation tracking, organization chart production, directories, EEO tracking, benefits, training inventory and certification, recruiting, hiring, and exiting, along with developing meaningful ways to consolidate and display information submitted by investment managers to enhance management and compliance in the Investments function.
- Develop a set of query screens to retrieve and display employer-specific information from retiree and member master files, over secure Internet connections.
- Create online member enrollment and beneficiary change forms, which can be used to cross-match with employer (PGU) data to eliminate key-entering data from handwritten forms. This should improve accuracy of the database, completeness of data, and timeliness of changes to records.
- Implement a relationship management system to track contacts with funds managers for the Investments function.
- Enhance the Agency public web site by adding and linking new features, which might include Question-and-Answer listings, approved minutes of Board of Trustees meetings, or integration of external software services.
- Replicate and re-run testing previously conducted on mainframe-based pension systems, to ensure that Retirement Master records for individuals born after 1980 will process correctly (prior testing was associated with “Year 2000” system compliance).

While some anticipated enhancements relate to “generic” business functions, the majority will be specific to pension and retirement program management.

Each system enhancement will be initially documented in a statement of work (SOW) for the enhancement, a document that will define the assignment. Most often, the contractor’s team will be expected to provide its own team leadership, but the team will work under the direction of the Agency’s Director of Systems Development who will manage all assignments for the Agency. Each SOW will describe the scope of the enhancement, the basic requirements for the enhancement, technical specifications, testing requirements, and associated deliverables along with target time frames for completion. Depending on the nature of the task and stage within the SDLC, different SOWs will vary in terms of systems requirements, deliverables, and processes, and certain system enhancements may be directly managed by the Agency (beyond oversight), as part of larger or existing projects or enhancements.

The TO Contractor will be expected to review the content of each SOW, provide feedback, and confirm the content of the enhancement and the suggested time frame. The Agency's systems development staff will work with the TO Contractor, to support and enable the work to be accomplished in an efficient and complete manner.

It is expected that the majority of the TO Contractor's work will require regular interaction with internal systems development management and staff, in addition to ongoing work with end users for requirements gathering, analysis, testing, and training. Therefore, it is expected that work will be performed primarily on-site in Baltimore.

2.2 TECHNICAL REQUIREMENTS

As described in Section 2.1.3 above, the Agency has adopted Microsoft's .NET framework application development standard, using primarily Visual Basic.NET for programming. In addition, the Agency plans to make extensive use of Microsoft SharePoint as a platform for intranet services. Accordingly, the technical skills required under this TORFP include the following:

- Programming skills using Microsoft Visual Studio 2005/2008 to produce VB.NET and ASP.NET program code
- Experience with the Microsoft Office SharePoint Server (MOSS 2007) and SharePoint Services 2.0 and 3.0 platforms
- Microsoft SQL Server 2005 (and preferably also 2008) database skills
- Knowledge of rules engines in general, with ILOG preferred, and of systems design that separates business rules from the executing software code
- Services Oriented Architecture (SOA) design concepts
- Familiarity with BizTalk
- Experience operating within a formal Change Management and Control regime.

For some project assignments, COBOL skills and experience will be required in order to develop programs that interface with either the Legacy Pension System (until its replacement) or with other Statewide systems that operate on the Annapolis Data Center mainframe. Master Contractors are expected to have access to these skills and to present their credentials in this technical area. However, the majority of anticipated work will utilize Microsoft-related skills described above in this section.

In addition to programming skills, the Agency requires Master Contractors to have systems analysis and documentation skills, to ensure that software developed under the proposed contract can be properly conceived at the start of projects and properly maintained after enhancements are complete. Work performed under this procurement will generally be guided by the State of Maryland's Systems Development Life Cycle (SDLC) methodology, although it is not expected that any single given enhancement will engage the selected contractor in every phase of the SDLC methodology.

2.3 DELIVERABLES

For each written deliverable, draft and final, the TO Contractor shall submit to the TO Manager one hard copy and one electronic copy compatible with Microsoft Office 2003, Microsoft Project 2003 and/or Visio 2003.

Drafts of all final deliverables are required at least two weeks in advance of when all final deliverables are due. Written deliverables defined as draft documents must demonstrate due diligence in meeting the scope and requirements of the associated final written deliverable. A draft written deliverable may contain limited structural errors such as poor grammar, misspellings or incorrect punctuation, but must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.
- E) Represent a significant level of completeness towards the associated final written deliverable that supports a concise final deliverable acceptance process.

Upon completion of a deliverable, the TO Contractor shall document each deliverable in final form to the TO Manager for acceptance. The TO Contractor shall memorialize such delivery in an Agency Receipt of Deliverable Form (Attachment 8). The TO Manager shall countersign the Agency Receipt of Deliverable Form indicating receipt of the contents described therein.

Upon receipt of a final deliverable, the TO Manager shall commence a review of the deliverable as required to validate the completeness and quality in meeting requirements. Upon completion of validation, the TO Manager shall issue to the TO Contractor notice of acceptance or rejection of the deliverables in an Agency Acceptance of Deliverable Form (Attachment 9). In the event of rejection, the TO Contractor shall correct the identified deficiencies or non-conformities. Subsequent project tasks may not continue until deficiencies with a deliverable are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks. Once the State's issues have been addressed and resolutions are accepted by the TO Manager, the TO Contractor will incorporate the resolutions into the deliverable and resubmit the deliverable for acceptance. Accepted deliverables shall be invoiced within 30 days in the applicable invoice format (Reference 2.6 Invoicing).

When presented for acceptance, a written deliverable defined as a final document must satisfy the scope and requirements of this TORFP for that deliverable. Final written deliverables shall not contain structural errors such as poor grammar, misspellings or incorrect punctuation, and must:

- A) Be presented in a format appropriate for the subject matter and depth of discussion.
- B) Be organized in a manner that presents a logical flow of the deliverable's content.
- C) Represent factual information reasonably expected to have been known at the time of submittal.
- D) Present information that is relevant to the Section of the deliverable being discussed.

The State required deliverables are defined below. Within each task, the TO Contractor may suggest other subtasks or deliverables to improve the quality and success of the project.

2.3.1 SPECIFIC TASKS INCLUDED IN EACH DELIVERABLE

Systems enhancements under this SES procurement will generally follow the SDLC used by the Agency and the State of Maryland, but any given enhancement may enter and exit the SDLC life cycle at different points depending on the Agency's needs. It is not anticipated that systems development conducted under this SES procurement will encompass the entire SDLC, since typical assignments will be pre-conceived enhancements to existing applications. Consequently, any given TO Contractor assignment may include any combination of the following life cycle phases:

1. Requirements Analysis – This Phase includes analyzing the current system (documenting “as-is”) and defining the functional, technical, and operational requirements of the proposed enhancement along with its associated acceptance criteria. This entails defining system inputs, processes, outputs, and interfaces (both internal and external). This definition process occurs at the functional level. The system will be described in terms of the functions to be performed, not in terms of computer programs, files and data streams. The emphasis in this phase is on determining what functions must be performed rather than how to perform those functions. Depending on the enhancement, this may involve modeling data and work flows in addition to designing the relationships with the SQL databases that are required to support the functions of the enhancement. This Phase also can include analysis to determine whether acquiring a commercial off-

the-shelf (COTS) software package would be advantageous, to fulfill part of all of the requirements for the enhancement.

2. Design – The objective of the Design Phase is to transform the detailed, defined requirements into complete, detailed specifications for the system to guide the work of the Development Phase. The decisions made in this phase address, in detail, how the system will meet the defined functional, physical, interface, and data requirements. Design Phase activities may be conducted in an iterative fashion, producing first a general system design that emphasizes the functional features of the system, then a more detailed system design that expands the general design by providing all the technical detail. This Phase includes the technical design, frozen functional specifications, implementation alternatives, and end-user view of the enhancement, incorporating controls, security features, database architecture, and other strategies that comprise the technical details of the enhancement, along with a master project plan, including major and interim milestones as appropriate, to develop, test, and implement the solution. For COTS products, some tasks and activities may have been performed by the commercial developer and developer documentation may be appropriate to meet some documentation requirements.
3. Development – The activities of this Phase translate the system design produced in the Design Phase into a working information system capable of addressing the information system requirements. The Development Phase contains activities for requirements analysis, design, coding, integration, testing, and installation and acceptance related to software products. At the end of this Phase, the system will be ready for the activities of the Integration and Testing Phase.
4. Integration and Testing – The objective of this Phase is to prove that the developed system satisfies the requirements defined in the enhancement SOW. Another purpose is to perform an integrated system test function as specified by the design parameters. This function will be heavily supported by the user participants. In some instances, the Agency will work with developers to devise test cases, to prove the accuracy and functionality of the enhancement, as required. Performance requirements, security requirements, and access controls are also tested, in conjunction with any manual procedures associated with the enhancement. Finally, end users participate in acceptance testing to confirm that the developed system meets all user requirements as stated in the SOW.
5. Implementation – The contractor will assist the Agency staff in placing the enhancement into Production status, under the Agency's Change Management and Control procedures. This Phase also involves final training of end users of the enhancement, along with potentially final data conversion. At the end of this Phase, responsibility for the enhancement is transferred to the Agency.

In addition to the SDLC phases described above, the contractor will be responsible for ensuring that its assigned personnel are properly skilled to perform the work of each SOW, and the contractor may be expected to produce reports describing activities of its staff and progress of its efforts.

2.3.2 DELIVERABLE / DELIVERY SCHEDULE

The schedule for any given SES assignment will be determined at the time an SOW is developed, with input and agreement by the contractor. Progress will be tracked against the schedule and reported as needed by the Agency's Director of Systems Development, the contractor, or both. Responsibility for tracking progress against the schedule for any given enhancement will be assigned either to the contractor or to Agency staff, as appropriate for the size, complexity, and staffing mix of any given enhancement assignment.

2.3.3 REQUIRED PROJECT POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology projects, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting project execution. The following policies, guidelines and methodologies can be found at <http://doit.maryland.gov/policies/Pages/ContractPolicies.aspx> under "Policies and Guidance." These may include,

but are not limited to:

- The State's System Development Life Cycle (SDLC) methodology
- The State Information Technology Security Policy and Standards
- The State Information Technology Project Oversight
- The State of Maryland Enterprise Architecture
- The TO Contractor shall follow the project management methodologies that are consistent with the Project Management Institute's Project Management Body of Knowledge Guide. TO Contractor's staff and sub Contractors are to follow a consistent methodology for all TO activities.

In addition to these State and general policies and standards, in order to ensure that solutions are delivered in a manner that will fit directly into the existing environment and be easily maintainable post-implementation, current Agency policies, standards, and architectures should be followed including, but not limited to:

- The Agency's database naming conventions, and leveraging of existing enterprise data (avoiding duplication of data). These standards are available upon request.
- Best-practice coding conventions including, but not limited to: consistent coding styles; consistent and logical naming conventions; consistent commenting of methods and classes; code re-use instead of code duplication; intelligible error/exception handling; and thorough and consistent program documentation.
- Use of existing Agency's GUI conventions (and global style sheet where applicable) to ensure that all applications offer logical and consistent appearance and user experience. These conventions are available upon request.
- Use of existing Agency's Development/Test/Production environments wherever possible to: ensure a consistent, error-free development process; facilitate integration efforts; decrease maintenance efforts; as well as to maintain a highly stable production environment.

The Agency's procedures, processes and conventions are "works in progress" and can be expected to be improved and adjusted as necessary to further meet the needs of the Agency and leverage the expertise of the Information Systems team.

2.4 CONTRACTOR MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

- Software development skills and experience, in all phases of the SDLC, using the technologies described in Section 2.2 above
- Familiarity with investments management functions similar to those performed by the Agency.

The proposal should provide detail on how the Master Contractor meets all minimum qualifications. It is preferable that proposed technical staff have personal experience working with public pension systems and / or investment management functions, in addition to requisite technical skills.

2.5 NON-PUBLIC PERSONAL INFORMATION

The Agency is the custodian for a considerable volume of non-public personal information (NPPI) of both members and retirees of the retirement and pension systems. NPPI is defined as any personally-identifiable information the Agency collects and stores, from employers, employees, and / or retirees, that is not available to the general public. Examples of NPPI retained by the Agency include, but are not limited to: names, retirement or pension plan affiliations, addresses, telephone numbers, social security numbers, bank account information, payment histories, compensation and work histories, employers, memberships, personal medical information, health and other benefit plan selections, names of relatives and beneficiaries, balances, and other information provided in confidence related

to retirement and pension programs administered by the Agency. In addition, the fact that an individual is a member or retiree of the Agency-administered programs is itself considered NPPI.

The TO Contractor, its employees, and subcontractors will be required to attest that they understand that the Agency retains NPPI and that all such NPPI will be protected by the contractor at all times. At no time shall NPPI be removed, in any format, including but not limited to remote electronic access, from the Agency's premises except as specifically approved in writing by the Agency on a case-by-case basis, and such information must be protected at all times when on-site at the Agency. Specific proposed terms and conditions will be included in the subsequent contract between the Agency and the TO Contractor (see Attachments 10 and 11 of this TORFP). If there are any inconsistencies between this Section 2.3.1 of this TORFP and the attached Non-disclosure Agreement, the terms of this Section 2.3.1 shall control.

Notwithstanding any other condition, the following terms will apply:

1. Breach of confidentiality shall be cause for immediate cancellation of the contract with the TO Contractor, should the Agency choose unilaterally to do so.
2. The Agency shall determine what Agency-related information falls within the definition of NPPI based on laws and regulations in force. Absent specific guidance from the Agency to the contrary, all information must be treated by the TO contractor as NPPI.
3. The TO Contractor shall perform background checks on all of its employees who have any access to such information, and shall have policies and procedures in place that specifically require its employees or subcontractors, which may have access to NPPI, to maintain the confidentiality of such information.
4. The TO Contractor shall provide for the physical and electronic security of NPPI at all times when information is under the TO Contractor's control, capable at a minimum to affirmatively determine if and when such non-public personal information may have been breached.
 - a. Upon request by the Agency, the TO Contractor shall disclose to the Agency what safeguards it has in place to secure confidential information, to the extent that such disclosure does not compromise the TO Contractor's own confidential or proprietary information, but sufficient to assure the Agency that the Agency's NNPI is secure.
 - b. The Agency shall have the right to confirm that the TO Contractor has satisfied its obligations under the terms of the agreement, in a mutually acceptable manner, to include review of TO Contractor audits, summaries of test results, or other equivalent evaluations.
 - c. The TO Contractor shall not make copies of any the Agency-supplied information, except as required for back-up or redundancy, and shall destroy or return to the Agency any information that is no longer necessary for the TO Contractor to fulfill its obligations. In no event shall any data survive the end of a contract and the TO Contractor must certify any destruction (including back-up copies) to the Agency.
5. The TO Contractor shall immediately and affirmatively notify the Agency by telephone and in writing in the event that a breach of the Agency's non-public personal information occurred, or if there are indications that a breach may have occurred, and shall fully and completely inform the Agency of available details of the potential or confirmed breach.
 - a. The TO Contractor must promptly and continually assess the extent and breadth of any possible or confirmed breach of the Agency's NPPI and shall remain in frequent, regular contact with the Agency regarding the incident.
 - b. The TO Contractor must take prompt action to remedy conditions that may have caused a breach, or to address conditions that have been identified to them that have reasonable potential to cause a breach.
6. Terms related to confidentiality provisions shall survive the termination of any contract.

2.6 INVOICING

Payment will only be made upon completion and acceptance of the deliverables as defined in Section 2.3 above.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Tax Identification Number, as well as the

information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 9, is not submitted.

The TO Contractor shall submit invoices for payment upon acceptance of separately priced deliverables, on or before the 15th day of the month following receipt of the approved notice(s) of acceptance from the TO Manager. A copy of the notice(s) of acceptance shall accompany all invoices submitted for payment.

2.6.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

- A) The invoice shall identify the State Retirement Agency of Maryland as the TO Requesting Agency, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.
- B) The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees and any subcontractor and signed Acceptance of Deliverable form – Attachment 9, for each deliverable being invoiced) submitted for payment to the State Retirement Agency of Maryland at the following address:

State Retirement Agency of Maryland
Director of Systems Development, Information Systems
120 East Baltimore Street, 14th floor
Baltimore, Maryland 21202
- C) Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.6.2 MBE PARTICIPATION REPORTS

Monthly reporting of MBE participation is required in accordance with the terms and conditions of the CATS Master Contract by the 15th day of each month. The TO Contractor shall provide a completed MBE Participation form (Attachment 2, Form D-5) to State Retirement Agency of Maryland at the same time the invoice copy is sent. The TO Contractor shall ensure that each MBE Subcontractor provides a completed MBE Participation Form (Attachment 2, Form D-6). Subcontractor reporting shall be sent directly from the subcontractor to State Retirement Agency of Maryland. State Retirement Agency of Maryland will monitor both the TO Contractor's efforts to achieve the MBE participation goal and compliance with reporting requirements. The TO Contractor shall e-mail all completed forms, copies of invoices and checks paid to the MBE directly to the TO Procurement Officer and TO Manager.

2.7 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings. A monthly progress summary report shall be submitted seven (7) days in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

- TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.
- Work accomplished during the monthly period.
- Deliverable progress, as a percentage of completion for active enhancement assignments.
- Problem areas, including scope creep or deviation from the work plan.
- Planned activities for the next reporting period.

- An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.8 CHANGE ORDERS

If the TO Contractor is required to perform additional work, or there is a work reduction due to unforeseen scope changes, the TO Contractor and TO Manager shall negotiate an acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is executed by the TO Procurement Officer and approved by the Maryland State Department of Information Technology (DoIT).

SECTION 3 - TASK ORDER PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one or two possible responses: 1) a proposal and/or 2) a completed Master Contractor Feedback form submitted electronically via the CATS web site explaining why the Master Contractor will not be submitting a proposal. The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. A TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE

A) Proposed Services – Work Plan

- 1) Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.
- 2) Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.
- 3) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
- 4) Proposed Solution: A description of the Master Contractor's proposed solution to accomplish the specified work requirements.
- 5) Proposed Tools: A description of all proposed tools that will be used to facilitate the work.
- 6) Tasks and Deliverables: not applicable.
- 7) Work Breakdown Structure: not applicable.
- 8) Acceptance Criteria: A statement acknowledging the Master Contractor's understanding of the acceptance criteria.

B) Proposed Personnel

- 1) Identify and provide resumes for all proposed personnel by labor category. The resume should highlight the proposed personnel's applicable responsibilities and accomplishments as they relate to the requirements of this TORFP.
- 2) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in accordance to Section 2.4.
- 3) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement and any other designated key personnel whose credentials are critical, in the contractor's opinion, to the ongoing success of the contract. Credentials of designated key personnel will be given more specific attention in the evaluation of proposal submissions.
- 4) Complete and provide, at the interview, Attachment 5 – Labor Classification Personnel Resume Summary.

C) MBE Participation

- 1) Submit completed MBE documents Attachment 2 - Forms D-1 and D-2.

D) Subcontractors

- 1) Identify all proposed subcontractors, including MBEs, and their full roles in the performance of this TORFP Scope of Work.

E) Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide three examples of projects that you have completed that were similar in scope to the one defined in this TORFP Scope of Work. Each of the three examples must include a reference, to be provided at the interview, complete with the following:
 - a) Name of organization.
 - b) Name, title, and telephone number of point-of-contact for the reference.
 - c) Type, and duration of contract(s) supporting the reference.
 - d) The services provided scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
 - e) Whether the Master Contractor is still providing these services and, if not, an explanation of why it is no longer providing the services to the client organization.
- 2) State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:
 - a) The State contracting entity.
 - b) A brief description of the services/goods provided.
 - c) The dollar value of the contract.
 - d) The term of the contract.
 - e) Whether the contract was terminated prior to the specified original contract termination date.
 - f) Whether any available renewal option was not exercised.
 - g) The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

F) Proposed Facility

- 1) Identify Master Contractor's facilities, including address, from which any work will be performed when not performed on-site at the Agency. Include a description of the physical and logical controls that ensure that any confidential or sensitive information belonging to the Agency will be protected from unauthorized disclosure, should electronic remote access to such information be required in the conduct of this TORFP (see also Section 2.5 above).

G) State Assistance

- 1) Provide an estimate of expectation concerning participation by State resources.

H) Confidentiality

- 1) A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third

party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE

A) A description of any assumptions on which the Master Contractor's Financial Proposal is based;

B) Attachment 1 - Completed Financial Proposal, including:

- Labor categories being proposed
- Rates proposed for each labor category for each of two time periods given:
 - Award through 12/31/2009
 - 1/1/2010 through 12/31/2010
- Using a fixed total of six thousand (6,000) hours, allocate the hours among the proposed labor categories in accordance with the contractor's opinion of how a typical SOW transacts
- Multiplying labor rates by labor category times the number of hours, for each time period, to derive the Total Evaluated Price for each time period.

SECTION 4 - PROCEDURE FOR AWARDING A TASK ORDER AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, the TO Requesting Agency will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance.

- A) Master Contractor Qualifications and experience:
 - 1. With technologies discussed in Section 2.2.
 - 2. With large, multi-employer public pension systems.
 - 3. With other pension systems.
 - 4. With agencies and departments of the State of Maryland.
 - 5. With other State and local government entities.
- B) Qualifications and experience of the proposed personnel. The Master Contractor should identify in its proposal if any proposed personnel are considered “key personnel” who may not be removed from the contract without the prior approval of the Maryland State Retirement Agency. Should the Master Contractor propose certain individuals as key personnel, then qualifications of any personnel so designated will be given greater importance in proposal evaluation, when compared to the qualifications of non-key personnel.

4.3 SELECTION PROCEDURES

- A) TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.
- B) Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.
- C) The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit will be given more weight than pricing in considering proposal submissions.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer. See Attachment 7 - Notice to Proceed (sample).

ATTACHMENT 1 –PRICE PROPOSAL

PRICE PROPOSAL (TIME AND MATERIAL) FOR CATS TORFP # G20P9200005

In the rows below under “Labor Categories,” insert descriptive titles of each labor category being proposed (e.g., project manager, systems analyst, senior programmer analyst, etc.) considering the sample scopes of work described in Subsection 2.1.3 of this TORFP. Enter proposed rates in Column A for each category for each of the two time periods given. Using six thousand total hours, allocate the hours among the proposed labor categories in accordance with the contractor’s opinion of how a typical SOW transacts, in Column B. Complete Column C by multiplying the hours in Column B by each respective rate in Column A, and entering the total in each corresponding Column C time period (total = 6,000 hours for each time period, total = 12,000 hours for both). Sign the Attachment as indicated. **PLEASE NOTE:** The estimated hours are solely for evaluation purposes; actual hours are likely to vary.

Labor Categories	A		B	C	
	Hourly Labor Rate Award 1/1/10 to <u>to 12/31/09</u> <u>12/31/10</u>		Total Class Hours Total = 6,000	Total Proposed CATS TORFP Price Award 1/1/10 to <u>to 12/31/09</u> <u>12/31/10</u>	
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
	\$	\$		\$	\$
Total Evaluated Price				\$	\$

Authorized Individual Name

Company Name

Title

Company Tax ID

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower.

SUBMIT AS A .PDF FILE WITH THE FINANCIAL RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS
TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING
REQUIREMENTS

CATS TORFP # G20P9200005

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

1. As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.
2. The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.
3. The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.
4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. G20P9200005, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of [] percent and, if specified in the TORFP, sub-goals of [] percent for MBEs classified as African American-owned and [] percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of [] percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

2. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
4. I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number G20P9200005	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION:	<u> </u> %
TOTAL WOMAN-OWNED MBE PARTICIPATION:	<u> </u> %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION:	<u> </u> %

Document Prepared By: (please print or type)

Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

MINORITY BUSINESS ENTERPRISE PARTICIPATION SCHEDULE (CONTINUED)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the bid or offer submitted in response to TORFP # G20P9200005, I state the following:

1. Offeror identified opportunities to subcontract in these specific work categories:
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
3. Offeror made the following attempts to contact personally the solicited MBEs:

4. ☐ Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

☐ This project does not involve bonding requirements.

5. ☐ Offeror did/did not attend the pre-proposal conference

☐ No pre-proposal conference was held.

_____	By: _____
Offeror Name	Name
_____	_____
Address	Title

	Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)

conjunction with TORFP No. G20P9200005, it and _____,
(Subcontractor Name)

MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- ☐ No bonds are required of Subcontractor
- ☐ The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

MINORITY BUSINESS ENTERPRISE PARTICIPATION TO CONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # G20P9200005
Reporting Period (Month/Year): _____	Contracting Unit _____
Report is due by the 15th of the following month.	Contract Amount _____
	MBE Sub Contract Amt _____
	Contract Begin Date _____
	Contract End Date _____
	Services Provided _____

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	State Retirement Agency of Maryland Cathie L. Nash, CPPB 120 E. Baltimore Street Room 1406 Baltimore, MD 21202 cnash@sra.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

MINORITY BUSINESS ENTERPRISE PARTICIPATION SUBCONTRACTOR PAID/UNPAID INVOICE REPORT

Report #: _____	CATS TORFP # G20P9200005	
Reporting Period (Month/Year): ____/____	Contracting Unit _____	
Report Due By the 15th of the following Month.	Contract Amount _____	
	MBE Sub Contract Amt _____	
	Contract Begin Date _____	
	Contract End Date _____	
Services Provided _____		
MBE Subcontractor Name: _____		
MDOT Certification #: _____		
Contact Person: _____		
Address: _____		
City: _____	State: _____	ZIP: _____
Phone: _____	FAX: _____	
Subcontractor Services Provided: _____		
List all payments received from Prime TO Contractor during reporting period indicated above. 1. _____ 2. _____ 3. _____ Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. _____ 2. _____ 3. _____ Total Dollars Unpaid: \$ _____	
Prime TO Contractor: _____ Contact Person: _____		

Return one copy of this form to the following address:

(TO MANAGER OF APPLICABLE POC NAME, TITLE) (AGENCY NAME) (ADDRESS, ROOM NUMBER) (CITY, STATE ZIP) (EMAIL ADDRESS)	State Retirement Agency of Maryland Cathie L. Nash, CPPB 120 E. Baltimore Street Room 1406 Baltimore, MD 21202 cnash@sra.state.md.us
--	--

Signature: _____ Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 3 – TASK ORDER AGREEMENT

CATS TORFP # G20P9200005 OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2008 by and between Task Order Contractor (TO Contractor) and the STATE OF MARYLAND, State Retirement Agency of Maryland.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the State Retirement Agency of Maryland, as identified in the CATS TORFP # G20P9200005.
 - b. “CATS TORFP” means the Task Order Request for Proposals # G20P9200005, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and TO Contractor dated December 19, 2005.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between State Retirement Agency of Maryland and TO Contractor.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is _____ and whose principal office in Maryland is _____.
 - g. “TO Manager” means TO Manager of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - Financial.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supercede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:
 - a. The TO Agreement,
 - b. Exhibit A – CATS TORFP
 - c. Exhibit B – TO Proposal-Technical
 - d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of **insert time for performance**, commencing on the date of Notice to Proceed and terminating on **Month Day, Year**.

4. Consideration and Payment

- 4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$**total amount of task order**. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.
- 4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.
- 4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is **Federal ID number**. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Agency TO Manager unless otherwise specified herein.
- 4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, State Retirement Agency of Maryland

By: Cathie L. Nash, CPPB, TO Procurement Officer

Date

Witness: _____

ATTACHMENT 4 – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Financial Proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements. This summary is required at the time of the interview.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.

4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5 – LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY (CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from Section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from Section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

 Signature

 Date

Proposed Individual:

 Signature

 Date

SUBMIT WITH TECHNICAL PROPOSAL
SIGNATURE REQUIRED AT THE TIME OF THE INTERVIEW

ATTACHMENT 6 – DIRECTIONS TO THE PRE-TO PROPOSAL CONFERENCE

The State Retirement Agency is located in the Sun Trust building on 120 E. Baltimore Street Room 1630 (Ante Room), Baltimore, MD 21202. All visitors to the building **MUST** sign in at the front desk before proceeding to the 16th floor conference room. Please send an email with number of attendees to procurement @sra.state.md.us by 2:00 PM Thursday September 18, 2008. If special accommodations are required please notify the Agency immediately so that we can make the necessary arrangements. The State Retirement Agency will NOT reimburse vendors for their travel time or parking.

ATTACHMENT 7 – NOTICE TO PROCEED

Month Day, Year

TO Contractor Name

TO Contractor Mailing Address

Re: CATS Task Order Agreement # G20P9200005

Dear TO Contractor Contact:

This letter is your official Notice to Proceed as of Month Day, Year, for the above-referenced Task Order Agreement. TO Manager of the State Retirement Agency of Maryland will serve as your contact person on this Task Order. TO Manager can be reached at telephone # and email address.

Enclosed is an original, fully executed Task Order Agreement and purchase order.

Sincerely,

TO Procurement Officer

Task Order Procurement Officer

Enclosures (2)

cc: TO Manager

Procurement Liaison Office, Department of Information Technology

Project Management Office, Department of Information Technology

ATTACHMENT 8 – AGENCY RECEIPT OF DELIVERABLE FORM

I acknowledge receipt of the following:

TORFP Title: Systems Enhancements Support (SES)

TO Agreement Number: # G20P9200005

Title of Deliverable: _____

TORFP Reference Section # _____

Deliverable Reference ID # _____

Name of TO Manager: TO Manager

TO Manager Signature

Date Signed

Name of TO Contractor's Project Manager: _____

TO Contractor's Project Manager Signature

Date Signed

SUBMIT AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 9 – AGENCY ACCEPTANCE OF DELIVERABLE FORM

Agency Name: State Retirement Agency of Maryland

TORFP Title: Systems Enhancements Support (SES)

TO Manager: TO Manager and Phone Number

To:

The following deliverable, as required by TO Agreement # G20P9200005, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

☐ Is accepted as delivered.

☐ Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 0 OF THE TORFP.

ATTACHMENT 10 – NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ____ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as " the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP # G20P9200005 for Systems Enhancements Support (SES). In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Cathie L. Nash, CPPB, State Retirement Agency of Maryland on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____
NAME: _____ TITLE: _____
ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 11 – NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200____, by and between the State of Maryland ("the State"), acting by and through its State Retirement Agency of Maryland (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for Systems Enhancements Support (SES), TORFP No. G20P9200005 dated **release date for TORFP**, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or by the TO Contractor’s Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
 - f. The Recitals are not merely prefatory but are an integral part hereof.

TO Contractor/TO Contractor's Personnel:

State Retirement Agency of Maryland:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

ATTACHMENT 12 – TO CONTRACTOR SELF-REPORTING CHECKLIST

*The purpose of this checklist is for CATS Master Contractors to self-report on adherence to procedures for task orders (TO) awarded under the CATS master contract. Requirements for TO management can be found in the CATS master contract RFP and at the TORFP level. The Master Contractor is requested to complete and return this form by the **Checklist Due Date** below. Master Contractors may attach supporting documentation as needed. Please send the completed checklist and direct any related questions to contractoversight@doit.state.md.us with the TO number in the subject line.*

Master Contractor:	
Master Contractor Contact / Phone:	
Procuring State Agency Name:	
TO Title:	
TO Number:	
TO Type (Fixed Price, T&M, or Both):	
Checklist Issue Date:	
Checklist Due Date:	
Section 1 – Task Orders with Invoices Linked to Deliverables	
A) Was the original TORFP (Task Order Request for Proposals) structured to link invoice payments to distinct deliverables with specific acceptance criteria? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, skip to Section 2.)	
B) Do TO invoices match corresponding deliverable prices shown in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the deliverable acceptance process being adhered to as defined in the TORFP? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
Section 2 – Task Orders with Invoices Linked to Time, Labor Rates and Materials	
A) If the TO involves material costs, are material costs passed to the agency without markup by the Master Contractor? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
B) Are labor rates the same or less than the rates proposed in the accepted Financial Proposal? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	
C) Is the Master Contractor providing timesheets or other appropriate documentation to support invoices? Yes <input type="checkbox"/> No <input type="checkbox"/> (If no, explain why) _____	

Section 3 – Substitution of Personnel

A) Has there been any substitution of personnel?

Yes ☐ No ☐ (If no, skip to Section 4.)

B) Did the Master Contractor request each personnel substitution in writing?

Yes ☐ No ☐ (If no, explain why) _____

C) Does each accepted substitution possess equivalent or better education, experience and qualifications than incumbent personnel?

Yes ☐ No ☐ (If no, explain why) _____

D) Was the substitute approved by the agency in writing?

Yes ☐ No ☐ (If no, explain why) _____

Section 4 – MBE Participation

A) What is the MBE goal as a percentage of the TO value? (If there is no MBE goal, skip to Section 5)
%

B) Are MBE reports D-5 and D-6 submitted monthly?

Yes ☐ No ☐ (If no, explain why) _____

C) What is the actual MBE percentage to date? (divide the dollar amount paid to date to the MBE by the total amount paid to date on the TO)
%

(Example - \$3,000 was paid to date to the MBE sub-contractor; \$10,000 was paid to date on the TO; the MBE percentage is 30% ($3,000 \div 10,000 = 0.30$))

D) Is this consistent with the planned MBE percentage at this stage of the project?

Yes ☐ No ☐ (If no, explain why) _____

E) Has the Master Contractor expressed difficulty with meeting the MBE goal?

Yes ☐ No ☐

(If yes, explain the circumstances and any planned corrective actions)

Section 5 – TO Change Management

A) Is there a written change management procedure applicable to this TO?

Yes ☐ No ☐ (If no, explain why) _____

B) Does the change management procedure include the following?

Yes ☐ No ☐ Sections for change description, justification, and sign-off

Yes ☐ No ☐ Sections for impact on cost, scope, schedule, risk and quality (i.e., the impact of change on satisfying TO requirements)

Yes ☐ No ☐ A formal group charged with reviewing / approving / declining changes (e.g., change control board, steering committee, or management team)

C) Have any change orders been executed?

Yes ☐ No ☐

(If yes, explain expected or actual impact on TO cost, scope, schedule, risk and quality)

D) Is the change management procedure being followed?

Yes ☐ No ☐ (If no, explain why) _____

EXHIBIT A

**TO CONTRACTOR’S EMPLOYEES AND AGENTS WHO WILL BE GIVEN
ACCESS TO THE CONFIDENTIAL INFORMATION**

Printed Name and Address
of Employee or Agent

Signature

Date
